

NP 75462

Permit No. 75462

NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called "Railway Company", in consideration of one dollar to it paid, the receipt of which is hereby acknowledged, and the agreements herein contained, hereby grants to (b) (6) and

(b) (6) Kenton, Washington, hereinafter called "grantees", permission to maintain a private road, including a grade crossing, upon the Railway Company's 100-foot right of way for its Belt Line in and in front of Government Lot 4 of Section 20, Township 24 North, Range 5 East of the Willamette Meridian, in King County, Washington, near QUENDALL siding, the center line of the road being described as follows:

Beginning at a point distant 50 feet easterly, measured at right angles, from the center line of the Railway Company's main track as now constructed and 1594 feet northerly, measured along said track center line, from Mile Post 7 (which mile post is located 1022 feet southerly, measured along said track center line, from the south line of said section); thence westerly at right angles to said track center line approximately 60 feet; thence on a curve to the left approximately 50 feet to a point distant approximately 35 feet westerly from said track center line; thence southerly parallel with said track center line approximately 280 feet; thence on a curve to the right and left approximately 30 feet to a point distant approximately 45 feet westerly from said track center line; thence southerly parallel with said track center line approximately 167 feet to a point distant 527 feet southerly, measured along said track center line, from the point of beginning.

Together with driveways leading from the above-described road to the premises of the grantees located west of said right of way.

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This permit is granted upon the following terms:

1. The grantees shall maintain the road, including the grade crossing and all incidental drainage facilities, at their expense in a manner satisfactory to the Division Superintendent of the Railway Company.
2. Should the right of way be fenced at the location described, the grantees shall construct and maintain at their expense farm crossing gates in a manner satisfactory to said Division Superintendent, and said gates shall be kept closed and locked, excepting when necessary to be opened for travel. The grantees agree to assume all damages of every kind whatsoever resulting from their failure to keep gates closed and locked as agreed in this paragraph.
3. The grantees agree to remove and keep removed at their sole expense any vegetation that will interfere with approaching trains being seen for a distance of not less than five hundred feet in each direction from any point on the road crossing from a distance of not less than 50 feet from the rail on both sides of the track.
4. The grantees hereby agree to assume all risk of and to indemnify and hold harmless and at the grantees' expense defend the Railway Company from and against any and all claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any and all persons whomsoever, including but not limited to employees of the Railway Company, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Railway Company, resulting directly or indirectly from the exercise of the permission hereby granted, notwithstanding any negligence on the part of the Railway Company or its employees, agents, or servants.
5. The provisions of Sections 2 and 4 are for the equal protection of any other railroad company or companies using said right of way with the consent of the Railway Company.
6. None of the grantees shall assign his interest in this permit without the written consent of the Railway Company.

7. The Railway Company may at any time terminate this permit upon thirty (30) days written notice by United States mail addressed to the grantees at Route 2, Renton, Washington. Upon termination of this permit the grantees shall restore said right of way to a condition at least as good as its condition prior to the construction of the road thereon.

In Witness Whereof, the parties hereto have executed these presents in duplicate this 10th day of October, 1952.

NORTHERN PACIFIC RAILWAY COMPANY,

By

J. J. Moore
Industrial Agent

(b) (6)

Witnesses to signatures of grantees:

